

Richard Alan Arnold, Esquire  
 William J. Blechman, Esquire  
 Kevin J. Murray, Esquire  
 Samuel J. Randall, Esquire  
 KENNY NACHWALTER, P.A.  
 201 S. Biscayne Boulevard  
 Suite 1100  
 Miami, Florida 33131  
 Tel: (305) 373-1000  
 Fax: (305) 372-1861  
 E-mail: [rarnold@knpa.com](mailto:rarnold@knpa.com)  
[wblechman@knpa.com](mailto:wblechman@knpa.com)  
[kmurray@knpa.com](mailto:kmurray@knpa.com)  
[srandall@knpa.com](mailto:srandall@knpa.com)

*Counsel for Plaintiff Sears Roebuck and Co.  
 and Kmart Corp.*

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION**

**In re: CATHODE RAY TUBE (CRT)  
 ANTITRUST LITIGATION**

Master File No. 07-5944 SC

MDL No. 1917

This Document Relates to:

ALL DIRECT ACTION PURCHASER ACTIONS

*Siegel v. Hitachi, Ltd.*, No. 11-cv-05502;

*Best Buy Co., Inc. v. Hitachi, Ltd.*, No. 11-cv-05513;

*Target Corp. v. Chunghwa Picture Tubes, Ltd.*, No. 11-cv-05514;

*Sears, Roebuck and Co., & Kmart Corp. v. Chunghwa Picture Tubes, Ltd., et al.*, No. 11-cv-05514-SC;

*Sharp Elecs. Corp. v. Hitachi, Ltd.*, No. 13-cv-01173;

*Sharp Elecs. Corp. v. Koninklijke Philips Elecs. N.V.*, No. 13-cv-02776

**DIRECT ACTION PLAINTIFFS'  
 RESPONSE IN OPPOSITION TO  
 SAMSUNG SDI'S MOTION IN  
 LIMINE TO EXCLUDE  
 PORTIONS OF PLAINTIFFS'  
 TRIAL EXHIBIT, BATES  
 STAMPED TSA-CRT00077732**

**[SAMSUNG'S MIL # 2, Dkt. 3565]**

The Honorable Samuel Conti

<sup>1</sup> The Direct Action Plaintiffs that are parties to this Motion are Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C.; Alfred H. Siegel, solely in his capacity as Trustee of the Circuit City Stores, Inc. Liquidating Trust; Sears, Roebuck and Co.; Kmart Corporation; Target Corp.; Sharp Electronics Corp.; and Viewsonic Corporation.

*Siegel v. Technicolor SA, et al.*, No. 13-cv-05261;

*Best Buy Co., Inc., et al. v. Technicolor SA, et al.*,  
No. 13-cv-05264;

*Sears, Roebuck and Co. and Kmart Corp. v.*  
*Technicolor SA*, No. 3:13-cv-05262;

*Target Corp. v. Technicolor SA, et al.*, No. 13-cv-  
05686;

*Viewsonic Corp. v. Chunghwa Picture Tubes, Ltd.*,  
No. 14-cv-02510

With their proposed redactions to TSA-CRT0007732 (“the Exhibit”), Defendants seeks to hide from the jury evidence that LG.Philips, and Samsung SDI attended a conspiracy meeting in Europe with Thomson. Because the majority of the evidence in the Exhibit is plainly relevant to the conspiracy and involves no unfair prejudice, the Defendants’ overbroad redactions should be rejected. Instead, the Court should simply redact references in the Exhibit to [REDACTED] on the part of the unnamed meeting attendants (to which Plaintiffs already agreed), and allow the jury to view the remainder of the Exhibit.

**Defendants’ Proposed Redactions Would Mislead the Jury**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This final line, when divorced from the context of the [REDACTED], permits an unfair inference about Thomson’s motives for reducing its participation in the glass meetings. Accordingly, if

Thomson wants the final paragraph of the email to come in to evidence, then the entire document should be shown to the jury to permit appropriate context about Thomson's employee's frustration with the meeting. Defendants cannot selectively redact what they claim to be "prejudicial" evidence in order to present potentially mitigating evidence to the jury in a misleading context. Because it is apparent in context that the Thomson employee's frustration with the glass meetings derives from the [REDACTED] of its participants, this background is essential to the jury's understanding of the basis for those sentiments.

### **Defendants' Proposed Redactions Go Too Far**

The Defendants also seek to redact the following sentence, which would conceal from the jury which companies attended the glass meeting:

[REDACTED]

(emphasis added). Defendants claim that this sentence is unduly prejudicial and should be excluded under Rule 403. But this redaction would conceal the only evidence in the document about which companies attended the meeting. To that end, Plaintiffs agreed to redact the sentence if the defendants would stipulate to the attendants at the meeting. Defendants refused to agree. Thus, Defendants take the position that they should benefit from the fact that their employees engaged in extracurricular misconduct in the midst of attending a conspiracy meeting intended to fix the prices of CRTs.

Although discussion of the [REDACTED] does not cast the employees of LG.Philips, and Samsung<sup>2</sup> in a positive light, there is no basis to conclude that it is *unduly* prejudicial, when balanced against the probative value of evidence that proves which companies attended this glass

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<sup>2</sup> In context, the plural reference to the "Koreans" can only mean at least two out of Samsung LG, and Orion, and Samsung is already identified as a meeting participant. Because the meeting was held after the formation of the LG.Philips joint venture, logic dictates that either an Orion employee or a former LG employee (or both) attended the meeting in addition to Samsung.

1 meeting. Indeed, [REDACTED]

2 [REDACTED].

3

4 Moreover, this discussion of [REDACTED] is a part of the story of what

5 happened at the conspiracy meetings; it is inextricably intertwined with evidence of Defendants'

6 liability. *See Costco Wholesale Corp. v. AU Optronics Corp.*, No. 13-1207, 2014 WL 4674390,

7 \*4 (W.D. Wash. Sept. 18, 2014) (denying motion *in limine* to exclude evidence of other bad acts

8 that was intertwined with evidence of the LCD conspiracy).

9 **The Court Should Accept Plaintiffs' Redactions, Or Admit the Document in Full**

10 Plaintiffs attempted to meet and confer with Defendants and agree to redactions that

11 would conceal the prejudicial comments about [REDACTED] while preserving the probative

12 evidence offered in the Exhibit, but Defendants would not agree to reasonable redactions.

13 Accordingly, Plaintiffs provide their own proposed redactions to the Court, which are in red in

14 Exhibit 1 to the Declaration of Samuel Randall.

15

16 If Defendants object to these reasonable redactions, then the Court should admit the

17 document in full. Rule 403 is intended to exclude evidence that unfairly prejudices any party, but

18 it is not a license to mislead the jury.

19

20 For these reasons, Samsung SDI's Motion in Limine No. 2 should be denied.

21 Dated: February 27, 2015

Respectfully submitted,

22 /s/ Samuel J. Randall

23 Richard Alan Arnold (*pro hac vice*)

24 William J. Blechman (*pro hac vice*)

Kevin J. Murray (*pro hac vice*)

Samuel J. Randall (*pro hac vice*)

KENNY NACHWALTER, P.A.

201 S. Biscayne Blvd., Suite 1100

Miami, FL 33131

Telephone: (305) 373-1000

Facsimile: (305) 372-1861

Email: rarnold@knpa.com

wblechman@knpa.com

kmurray@knpa.com

***Counsel for Plaintiff Sears, Roebuck and Co. and Kmart Corp.***

/s/ David Martinez

Roman M. Silberfeld  
Bernice Conn  
David Martinez  
Jill S. Casselman  
ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
2049 Century Park East, Suite 3400  
Los Angeles, CA 90067-3208  
Telephone: (310) 552-0130  
Facsimile: (310) 229-5800

Email: rmsilberfeld@rkmc.com  
dmartinez@rkmc.com  
jscasselman@rkmc.com

Elliot S. Kaplan  
K. Craig Wildfang  
Laura E. Nelson  
ROBINS, KAPLAN, MILLER & CIRESI L.L.P.  
800 LaSalle Avenue  
2800 LaSalle Plaza  
Minneapolis, MN 55402  
Telephone: (612) 349-8500  
Facsimile: (612) 339-4181  
Email: eskaplan@rkmc.com  
kcwildfang@rkmc.com  
lenelson@rkmc.com

***Counsel For Plaintiffs Best Buy Co., Inc., Best Buy Purchasing LLC, Best Buy Enterprise Services, Inc., Best Buy Stores, L.P., Bestbuy.com, L.L.C., and Magnolia Hi-Fi, Inc.***

/s/ Kenneth S. Marks

H. Lee Godfrey  
Kenneth S. Marks  
Jonathan J. Ross  
Johnny W. Carter  
David M. Peterson  
SUSMAN GODFREY L.L.P.  
1000 Louisiana Street, Suite 5100  
Houston, Texas 77002  
Telephone: (713) 651-9366  
Facsimile: (713) 654-6666  
Email: lgodfrey@sumangodfrey.com  
kmarks@susmangodfrey.com  
jross@susmangodfrey.com  
jcarter@susmangodfrey.com  
dpeterson@susmangodfrey.com

1 Rachel S. Black  
2 Jordan Connors  
3 SUSMAN GODFREY L.L.P.  
4 1201 Third Avenue, Suite 3800  
5 Seattle, Washington 98101-3000  
6 Telephone: (206) 516-3880  
7 Facsimile: (206) 516-3883  
8 Email: pfolse@susmangodfrey.com  
9 rblack@susmangodfrey.com  
10 jconnors@susmangodfrey.com

***Counsel for Plaintiff Alfred H. Siegel, as Trustee of  
the Circuit City Stores, Inc. Liquidating Trust***

/s/ Jason C. Murray

11 Jason C. Murray (CA Bar No. 169806)  
12 CROWELL & MORING LLP  
13 515 South Flower St., 40th Floor  
14 Los Angeles, CA 90071  
15 Telephone: 213-443-5582  
16 Facsimile: 213-622-2690  
17 Email: jmurray@crowell.com

18 Jerome A. Murphy (*pro hac vice*)  
19 Astor H.L. Heaven (*pro hac vice*)  
20 CROWELL & MORING LLP  
21 1001 Pennsylvania Avenue, N.W.  
22 Washington, D.C. 20004  
23 Telephone: 202-624-2500  
24 Facsimile: 202-628-5116  
25 E-mail: jmurphy@crowell.com  
26 aheaven@crowell.com

***Counsel for Target Corp. and ViewSonic Corp.***

/s/ Craig A. Benson

21 Craig A. Benson  
22 Joseph J. Simons  
23 Kenneth A. Gallo  
24 PAUL WEISS LLP  
25 2001 K Street NW  
26 Washington, DC 20006  
27 Telephone: (202) 223-7343  
28 Email: [CBenson@paulweiss.com](mailto:CBenson@paulweiss.com)  
[jsimons@paulweiss.com](mailto:jsimons@paulweiss.com)  
[kgallo@paulweiss.com](mailto:kgallo@paulweiss.com)

***Attorneys for Plaintiff Sharp Electronics Corp.***

**CERTIFICATE OF SERVICE**

I, Samuel J. Randall, declare that on February 27, 2015, I caused a true and correct copy of the above-styled document to be filed on CM/ECF, effecting service on all counsel of record in the above-captioned matter.

*s/Samuel J. Randall*